OMB No. 1105-0003

Washington, DC 20530

Exhibit A To Registration Statement Under the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

> Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant					2. Registration No.	
Brown and Powers Associates Incor 3. Name of foreign principal	pal address o	4500 address of foreign principal				
Cayman Islands Government	Grand Cayman, Cayman Island					
5. Indicate whether your foreign principal is one of the foll	owing type:					
Foreign government						
☐ Foreign political party						
☐ Foreign or ☐ domestic organization: If either, check	one of the following:					
☐ Partnership	☐ Committee					
□ Corporation	☐ Voluntary group					
☐ Association	☐ Other (specify) _					
☐ Individual—State his nationality					 -	
6. If the foreign principal is a foreign government, state:						
a) Branch or agency represented by the registrant.	Department of S	Tourism	, Aviat	ion and	Trade	
b) Name and title of official with whom registrant deals.						
	H.O. Watler Principal Secre	etary				
7. If the foreign principal is a foreign political party, state:						
a) Principal address	.NIE .NIE .¥10					
b) Name and title of official with whom registrant deals.	\$ \$ /2	A SEC				
c) Principal aim	<u> </u>	EIVE				
	P2 :	STEE STEE				
	Ö	*****				

a) State the nature of the business or	activity of this foreign principal	
	N/A	
b) Is this foreign principal		
Owned by a foreign government,	foreign political party, or other foreign principal Yes	□ No □
Directed by a foreign government	t, foreign political party, or other foreign principal Yes	□ No □
Controlled by a foreign governme	ent, foreign political party, or other foreign principal	
Financed by a foreign governmen	it, foreign political party, or other foreign principal Yes	□ No □
Subsidized in whole by a foreign a	government, foreign political party, or other foreign principal Yes	□ No □
Subsidized in part by a foreign go	overnment, foreign political party, or other foreign principal Yes	□ No □
	N/A	
10. If the feeting principal in a second section		
foreign principal, state who owns	ion and is not owned or controlled by a foreign government, foreign political par and controls it.	rty or other
	N/A	
Date of Exhibit A	Name and Title President Signature	
4-12-8	Peter Brown-Director	

8. If the foreign principal is not a foreign government or a foreign political party,

U.S. Department of Justice Washington, DC 20530

Exhibit B

To Registration Statement

OMB No. 1105-0007 Approval Expires Nov. 30, 1993

Under the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 2050; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant

Brown & Powers Associates, Inc.

Name of Foreign Principal

Cayman Islands Government

Check Appropriate Boxes:

- 1.x1 The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- 2. There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3.1 The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will provide the services referred to in the Agreement between it and the Cayman Islands Government through meetings with the Government of the Cayman Islands at the Cayman Islands; by attending trade shows and related meetings throughout the U.S. Additionally, Brown & Powers will meet with members of the press and the electronic media in order to further the interests of the Cayman Islands Government, in promoting tourism to the Islands.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Brown and Powers Associates, Inc. provides public relations and promotional services for the Cayman Islands Government to promote tourism to the Cayman Islands. We produce press materials, including new releases, feature stories, promotional videotapes, and photographic materials and disseminate these to print, radio and television media -- both consumer and trade nationwide. Our work involves daily contact with reporters and editors to develop stories and arrange interviews for the general purpose of creating interest and raising visibility of the Cayman Islands as a major tourist destination.

We also participate in and make ourselves available for counseling on tourism promotions developed by the Cayman Islands sales representatives in North America.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹ Yes [| No [S]

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B

4/12/91

Name and Title

Sandra Powers-Chairman and Secretar Signature

de la Tion

Political activity as defined in Section I(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country of a foreign political party.

U.S. GOVERNA



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We also participate in and make ourselves available for counseling on tourism promotions developed by the Cayman Islands sales representatives in North America.

Sandra Powers



Cayman Islands Government

Government Administration Building Grand Cayman Cayman Islands

Tel: 809-94-97900 ext. 2419

Telex: CP 4260 Fax: 809-94-97544

Portfolio of

Tourism, Aviation And Trade

21st December, 1990.

Your Ref.

Our Ref: TAT/TOUR/52

Miss Sandra Powers,
Brown & Powers Associates Incorporated,
216 Park Avenue South,
New York, N.Y. 10003,
U. S. A.

VIA FACSIMILE (Original by Air Mail)

Dear Miss Powers,

Further to my telephone conversation with Joyce Yaeger on 19th December, 1990 I write to confirm that Brown & Powers have been selected by the Central Tenders Committee to provide Public Relations Services for the Department of Tourism, effective 1st January, 1991.

The contract for such services will be along the terms contained in your written proposal. However, the contract will have to be prepared by our Legal Department and as I indicated to you during your presentation on 5th December this will not be completed until early in January. By copy of this letter I am requesting the Director of Tourism to issue a cheque to Brown & Powers in the sum of US\$16,666.00 which will be your retainer for the month of January 1991. You should contract Mr. Selzer immediately for further instructions for our upcoming marketing meeting and to arrange a familiarization tour for your key personnel.

I would like to take this opportunity to congratulate you on your appointment and welcome you aboard the Cayman Islands tourism team. We all look forward to working with you in the year ahead.

Yours sincerely,

Principal Secretary
Tourism, Aviation & Trade.

c.c. Director of Tourism.

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CERTIFIED CORRECT
IN ACCORDANCE WITH FINANCIAL
AND STORES REGULATIONS

DATE 10/1/91



Government Administration Building Grand Cayman Cayman Islands

Tel: 809-94-97900 ext. 2419

Telex: CP 4260 Fax: 809-94-97544

Our Ref:

Your Ref:

Portfolio of

Tourism, Aviation And Trade

29th January, 1991

Ms. Sandra Powers, Chairman, Brown and Powers Associates Inc., 215 Park Avenue South, New York, New York 10003, U. S. A.

Dear Ms. Powers,

I am forwarding herewith five (5) copies of the Agreement with Brown and Powers as prepared by Government's Legal Department. While the term of the Agreement is shown as one year, it is understood that it is expected to renew it for at least a further year, but that will have to be subject to another Agreement, since, I am sure, that the payment schedule will change in 1992.

I have taken the liberty of dating and signing it, and trust that after review you will be in a position to sign same and return to me.

Please initial all pages and return four (4) copies by express mail. Best personal regards.

Yours sincerely,

Harding O. Watler

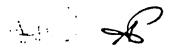
AN AGREEMENT made the day of between the GOVERNMENT of the CAYMAN ISLANDS (hereinafter referred to as the Government) of the one part and BROWN AND POWERS ASSOCIATES INCORPORATED (hereinafter referred to as the Contractor) of the other part.

1. SERVICES TO BE SUPPLIED BY THE CONTRACTOR

1.1 From and including the First day of January, 1991, the Contractor shall throughout the continuance of this Agreement and upon and subject to the terms and conditions herein contained supply to the Government's Department of Tourism, the Public Relations Services more particularly described and set out in Annex A to this Agreement in accordance with plans and schedules to be agreed from time to time between the parties hereto.

2. PAYMENTS TO CONTRACTOR

- 2.1. For performing the services referred to in Clause 1 of this Agreement the Government shall pay the Contractor a fee calculated at a rate of Sixteen Thousand Six Hundred and Sixty Six United States Dollars (US\$16,666.00) per month in advance, the first of such payments to be due on 1st January, 1991.
- 2.2. In addition the Government shall reimburse to the Contractor properly authenticated production costs (including messengers, printing, mailing, materials duplication, clipping services, local transportation, telephone charges) incurred by the Contractor in carrying out its obligations under Clause 1. of this Agreement: provided however that the said costs:
 - (a) shall not, save with the express prior written permission of the Director of Tourism in writing exceed Three Thousand Five Hundred Untied States Dollars (US\$3,500.00) in any one month; and,
 - (b) shall constitute costs which the Government has -
 - (i) specifically approved prior to their being incurred; or
 - (ii) which fall within an amount specified by the Government as being generally available in respect of the month in which they are incurred to meet costs in that category.
- 2.3. Subject as hereinafter provided, and in addition to other monies payable by the Government under this Agreement, the Government will accept for payment by it charges duly authenticated to its satisfaction and authorised by it for the out of pocket expenses (including travel expenses of personnel employed by the Contractor) incurred in the course of the proper performance by the Contractor of its obligations under this Agreement:



PROVIDED however that the liability of the Government in respect of such expenses shall not be incurred without the express approval of the Director of Tourism.

2.4. Expenses for special projects will be determined as the scope and details of these are determined and agreed and authorised in writing by the Director of Tourism.

3. USE OF SUBCONTRACTORS

3.1. The Contractor may utilize one or more subcontractors as may be approved in writing by the Director of Tourism to perform any of the services to be supplied by 'the Contractor under this Agreement and to the extent that the Contractor uses any subcontractor he shall be responsible to the Government for the performance of the work assigned to it.

4. TERM OF AGREEMENT

- 4.1. This Agreement shall be deemed to have commenced on 1st January, 1991 for a period of one (1) year, until 31st December, 1991, and may be terminated upon either party having first given to the other party ninety (90) days notice in writing of such termination PROVIDED THAT the Government shall have the right at any time by giving notice in writing to the Contractor to terminate this Agreement forthwith in any of the following events:-
- (a) if the Contractor commits a breach of any of the terms of this Agreement;
- (b) if the Contractor enters into liquidation whether compulsory or voluntary otherwise than for the purpose of amalgamation or reconstruction or compounds with its creditors or takes or suffers any similar action in consequence of debt;
- (c) if from any cause the Contractor is prevented from performing its duties hereunder for a period of one month; or,
- (d) if the Contractor is guilty of any conduct which is prejudicial to the Government's interests, but subject to the provisions of Clause 6 hereof.

5. CAPACITY IN WHICH THE CONTRACTOR ACTS AND INDEMNITY

5.1. The Contractor acts as an independent contractor and not as an agent of the Government. The Government shall hold the Contractor harmless against any liability for any information supplied by the Government and disseminated by the Contractor in the performance of its obligations under this Agreement in the form in which such information was supplied.



5.2. The Contractor shall not act for any client, person or entity when to do so would, in the opinion of the Government represented by the Principal Secretary of the Portfolio of Tourism, Aviation and Trade, acting in his sole discretion, conflict with the interests of the Government or the due performance of the Contractor's obligations under this Agreement. The decision of the Principal Secretary in this regard shall not be subject to arbitration pursuant to Clause 6 of this Agreement.

6. ARBITRATION

- 6.1. All disputes between the Government and the Contractor arising out of or in connection with this Agreement shall be settled in the Cayman Islands by arbitration pursuant to the rules and laws of the Cayman Islands governing arbitration.
- 6.2. This Agreement shall be governed by the Laws of the Cayman Islands.

7. NOTICE

7.1. Any notices in writing required under this Agreement, unless specifically stated herein shall be delivered to :-

For the Government

The Principal Secretary
Portfolio of Tourism, Aviation and Trade
Government Administration Building
George Town
Grand Cayman
Cayman Islands

For the Contractor

Ms. Sandra Powers
Chairman
Brown and Powers Associates Incorporated
215 Park Avenue South 235 Earl 454 ML.
New York
New York
New York
10003 10017
U. S. A.

8. The Contractor hereby warrants that both it and its principal personnel are free to enter into this contract and perform the services contracted for hereunder, and that there is no bar, contractual or otherwise, to their doing so. Further the Contractor hereby undertakes to indemnify Government and to hold them harmless in respect of any and all claims by any person arising out of or relating to the act of entering into this Agreement with the Contractor.



IN WITNESS HEREOF the parties hereunder set their hands the day and year first above written

For and on behalf of the Cayman Islands Government

Harding O. Watler Principal Secretary Tourism, Aviation and Trade

In the presence of:

Name	

Signature____

For and on behalf of Brown and Powers Associates Inc. being duly authorised in that behalf

Johns

Sandra Powers Chairman

In the presence of:

Name JOHN B. Schorsch

Signature thu B. Schorsel

ANNEX A

Services to be provided by the Contractor

The Contractor hereby agrees to provide in North America comprehensive public relations services for the Cayman Islands Department of Tourism, and to provide whatever support services are required.

Without prejudice to the generality of the foregoing the Contractor will act as a coordinator in providing public relations services required and shall develop editorial material about the Cayman Islands, disseminate news releases, feature stories, pictorial material, film and TV clips and provide contacts with broadcast and print media; arrange for visits of selected journalists representing the broadcast and print media, and will endeavour to schedule speaking engagements and related promotional activities intended to create interest and awareness in the attractions of the Cayman Islands as a prime resort tourist destination.

The Contractor will be available regularly for consultation and for recommendations on programmes, promotions and shall maintain close liaison with North American sales representatives of the Department of Tourism.

The Contractor will work closely with the Department of Tourism's advertising agency in North America.

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February 1, 1991

TO:

Mr. Rudi Selzer

Director of Tourism

Cayman Islands Department of Tourism

FROM:

Brown and Powers Associates, Inc.

RE:

February 1991 Fee

Invoice # 2299

Public Relations Services:

16,666.00

16,666.00



PLEASE MAKE CHECKS PAYABLE TO: BROWN & POWERS ASSOCIATES, INC.

> ERCTH and POWERS ASSOCIATES INC. 235 East 45th Street 11th Floor Mew York. New York 10017 Phone (212) 922-1200 Fax (212) 922-0535

BROWN & POWERS ASSOC. INC. ****** 1212 :110120005:1. 10017 **4** 8769n Westminster in the Arms of the Westminster in the Arms of the West NY. SON

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BARCLAYS BANK PLG

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for and on behalf of BARCLYS BANK PLC

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BROWN POWERS ASSOCIATES INCORPORATED

715

March 1, 1991

TO:

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Mr. Rudi Selzer

Director of Tourism

Cayman Islands Department of Tourism

FROM:

Brown and Powers Associates, Inc.

RE:

March 1991 Fee Invoice # 2327

Public Relations Services:

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16,666.00

TOTAL

16,666.00

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PLEASE MAKE CHECKS PAYABLE TO: BROWN & POWERS ASSOCIATES, INC.

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